

STORM WATER MANAGEMENT PLAN

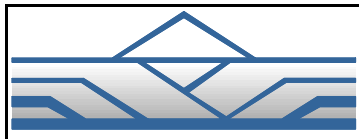
FOR

KALAELOA BARBERS POINT HARBOR

Prepared for:

Harbors Division
Department of Transportation
State of Hawaii

Prepared by:



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Project No. 2558-06R#
October 2007

Introduction

The Department of Transportation, Harbors Division has developed this Storm Water Management Plan (SWMP) to accompany a Notice of Intent for HAR, Chapter 11-55, Appendix K - NPDES General Permit Coverage Authorizing Discharges of Storm Water and Certain Non-Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4) for the storm drainage system operated at Kalaeloa Barber's Point Harbor, Oahu.

Prior Notice of General Permit Coverage (NGPC) was granted by letter dated May 19, 2003 and expires November 6, 2007. Harbors Division has applied for continued coverage and it is anticipated that coverage will be extended.

The SWMP is intended to guide compliance with the Hawaii NPDES program as promulgated in the Hawaii Administrative Rules (HAR), Title 11, Chapter 55, Water Pollution Control, Appendix K, for areas administered by the Harbors Division at Kalaeloa Barbers Point Harbor.

The SWMP describes efforts to be made by Harbors Division in the six minimum control measures required by the HAR. The six areas are:

- public outreach and education,
- public involvement/participation,
- illicit discharge detection and elimination,
- construction site runoff control,
- post-construction storm water management in new development and redevelopment, and
- pollution prevention/good housekeeping.

Goals by which program effectiveness and compliance with the conditions of the Notice of General Permit will be assessed are established herein for each minimum control measure. An annual report summarizing actions taken and progress toward the yearly goals of each minimum control measure shall be provided to the Department of Health, not later than January 28 of the following year.

Each minimum control measure and the goals associated with it are discussed separately below. Following the efforts made by Harbors Division during the previous NGPC coverage, it is believed that Kalaeloa Barbers Point Harbor has essentially achieved a good state of water quality, and actions under the ongoing program are largely unchanged. Paragraphs in italics state the requirements of HAR, Title 19, Chapter 55, Appendix K and are followed by discussion of past work, the efforts to be made during the next five years, and criteria through which the efforts will be assessed in the annual reports.

1. Public Education and Outreach Minimum Control Measure

Develop and implement a public education program to distribute educational materials to users of the small municipal separate storm sewer community or conduct equivalent outreach activities emphasizing each of the following:

- *Impacts of storm water discharges on water bodies,*
- *Hazards associated with illicit discharges, and*
- *Measures the users of the permittee's small municipal separate storm sewer system can take to reduce pollutants in storm water runoff, including, but not limited to, minimizing fertilizer application and practicing proper storage and disposal of chemicals and wastes.*

The main action of the public education and outreach minimum control measure during the previous NGPC term has been to annually mail the Tenant Self-Inspection (TSI) form to all harbor tenants (a copy is provided in the Attachments). The TSI is accompanied by materials describing the responsibility of harbor tenants and visitors for water quality issues, and includes suggestions and actions by which these groups can affect water quality. The TSI mailing seeks to make recipients aware of storm water runoff quality issues and bring their attention to the potential for storm water pollution through self-examination of their operational practices and materials or products used, stored or handled. It also serves to inventory the materials and practices of tenants, which may indicate locations where storm water pollution events may occur. The information presented also includes internet links to useful web pages including the EPA Storm Water Pollution Fact Sheets. and contact points for water pollution reporting.

Yearly mailings of the TSI form are accompanied by other storm water quality awareness materials, including:

Harbor Master Notice "Prohibiting Disposal of Regulated Hazardous Waste" and Attachment A, "General Description of Hazardous Waste and Recycled Used Oil"

Used Oil Disposal Instructions (English, Vietnamese and Korean language)

Public education of the responsibility for storm water discharge quality has been enhanced by posting signage at visible public locations including harbor entrances, comfort stations, meeting areas and at rubbish, trash collection stations, advising against dumping or discarding inappropriate materials where they may flow or be carried into Harbor waters.

Runoff water quality presentations have been developed and posted on the Harbors Division web site, including points of contact at the County, State and EPA for reporting obviously impaired storm runoff.

During the term of the previous NGPC, Harbors Division created an Environmental Section and filled two positions, including an Environmental Engineer and an Environmental Health Specialist, whose duties include tenant and public education, compliance monitoring and

site inspections and support of efforts of staff persons in the Operations at the District level, and the Construction, Design and Maintenance Sections of at the Division level.

Harbors Division reviews TSI responses for completeness (number of responses versus forms mailed) and information provided, and seeks to contact non-responding tenants.

Effectiveness of the TSI mailing will be assessed by the responses provided by the tenant public, and comments received by Harbors Division.

Over the next term of NGPC coverage, Harbors will continue annual TSI form mailings with additional educational materials, and review responses and information provided. A record of responses for comparison with future mailings will be kept, and the TSI form may be revised based on responses gathered, and discharge water quality issues which may be identified or arise.

2. Public Involvement/Participation Minimum Control Measure

Include users of the permittee's small municipal separate storm sewer system in developing, implementing and reviewing the storm water management plan;

Public participation is intended to raise public consciousness of water quality issues and create a sense of responsibility for water quality, to lessen the likelihood that informed members of the public will commit actions which may lead to water quality degradation. Public awareness of storm water quality issues may invite comment by informed members which leads to a better and more effective plan, and better implementation.

Harbors Division has invited public involvement/participation during the previous NGPC term by posting the Storm Water Management Plan to the Harbors Division website, and inviting public comment.

The annual TSI form requests comment on the usefulness and effectiveness of materials mailed, and posted to the web site and whether these have been implemented by tenants.

Review of impaired water quality reports gathered from the Marine Traffic Control Center and reported in the annual report, have shown no pattern which could be used to improve public involvement or participation.

Effectiveness of the TSI mailing will be assessed by the responses provided by the tenant public, and comments received by Harbors Division.

Over the next term of NGPC coverage, Harbors will again post the Storm Water Management Plan to the website and remain open and receptive to public comment. The availability of the SWMP and reception to public comment will be announced in each TSI mailing. Any comments received will be considered for useful materials or means to better invite public participation and involvement.

3. Illicit Discharge Detection and Elimination Minimum Control Measure

Develop, implement and enforce a program to detect and eliminate illicit discharges that at a minimum includes the following:

- *Establishment of rules, ordinances or other regulatory mechanism, including enforcement procedures and actions, that prohibit non-storm water discharges, except those listed in section 1 that do not cause or contribute to any violations of water quality standards, into the permittee's small municipal separate storm sewer system,*

Existing rules and ordinances prohibit non-storm water discharges are in place and include the following citation from HAR Title 19, Chapter 42, Section 127 which requires that no person “place, throw, deposit, or discharge, or cause to be placed, thrown, deposited, or discharged into the waters of any harbor, river or shore waters of the State any litter, or other gaseous, liquid or solid materials which render the water unsightly, noxious or otherwise unwholesome so as to be detrimental to the public health and welfare or a navigational hazard. No person shall discharge oil sludge, oil refuse, fuel oil or molasses either directly or indirectly, or pump bilges or ballast tanks containing other than clean water into the waters of any harbor, river or into any shore waters in the State.”

The rules are made enforceable at Title 19, Chapter 41 Section 12 which grants the Hawaii Administrative Rules the full force and effect of law pursuant to sections 266-2, 266-3, 266-4, and 266-25, Hawaii Revised Statutes. The enforcement of these rules shall also be pursuant to the provisions of section 26-14.6, Hawaii Revised Statutes. The violation of these rules shall be subject to penalties as set forth in section 266-25, Hawaii Revised Statutes, and the bail schedule for Harbors Division, Appendix A, Bail Schedule for Commercial Harbor Offenses relating to violations of chapter 266, Hawaii Revised Statutes and Title 19.

Further, HAR Title 19 Chapter 42 Section 15 requires compliance with federal, state, and county laws, ordinances and rules, and in particular rules of the state department of health pertaining to air and water pollution.

Tenant Revocable Permits and lease agreements incorporate language which requires compliance with all storm water quality regulations. Copies of “Lease Agreement Addendum 1, Environmental Compliance - Lessee's Duties” and an excerpt from the Standard Revocable Permit form, “Section 26. Special Terms and Conditions, Environmental Compliance - Permittee's Duties” are provided in the attachments.

Enforcement of illicit discharge procedures and actions is provided by three Harbors Division personnel on duty during normal business hours Monday through Friday and contracted security personnel patrol the harbor during non-business hours. Harbor Police may be summoned at any time. Harbor Police and contracted security personnel are authorized to warn or cite violators and other personnel (Marine Cargo Specialists, Harbor Agents, construction inspectors) may be deputized to cite offenders. Any of these may

detect and report discharges or spills which degrade runoff quality any time to the appropriate phone numbers published in local phone directories, or to the Marine Traffic Control Unit (ph. 587-2076), Harbor Patrol (ph. 587-2006), or Harbor Agent (ph. 682-6428).

Serious offenses may be referred to:

Department of Health Clean Water Branch (ph. 586-4309),
Coast Guard (ph. 1-800-424-8802)
Environmental Protection Agency (ph. 541-2721)

Where polluted runoff may enter the harbor drainage system or harbor from offsite sources, the City and County of Honolulu maintains a general complaint hotline (ph. 523-4381) or notification may be made to the Department of Environmental Services, Storm Water Quality Office (692-5207). Additionally the City also maintains a general complaint web site where reports of storm water pollution may be made: www.co.honolulu.hi.us/menu/online_services/cityhall_online/problemreport.htm.

- *Procedures to detect and eliminate illicit discharges (as defined in 40 CFR Section 122.26(b)(2),*

Harbors Division actions to detect and eliminate illicit discharge during the previous NGPC term have included:

Harbors maintenance and custodial personnel or Marine Cargo Specialists may complete a Pier Inspection Form at any time to record observations of illegal discharge incidents. Pier Inspection Forms with complaints or observances of actions which require intervention are routed for action to the appropriate Harbors Division office.

Harbors Division annually provides initial and refresher NPDES training to key personnel to instruct personnel at all levels of responsibility concerning the components and goals of the facility's SWMP. The instruction addresses the following areas:

regulatory requirements,
materials management practices including proper storage, handling, and use of materials,
good housekeeping and criteria for clean working environment,
recognizing conditions that could lead to degraded runoff water quality,
identifying and notifying responsible parties,
taking action to correct conditions that could result in storm water pollution,
warning and enforcement procedures, and
recording incidents.

A record of attendees at each NPDES training session is kept for inclusion in the SWMP effectiveness report

Annually, construction inspectors and operations maintenance personnel are queried as to the effectiveness of illegal discharge detection and prevention efforts, and observations summarized in the annual SWMP effectiveness report.

Twice-yearly, dry weather visual inspection of outfalls are made at low tide from a small boat. Wet weather observations of sheet flow over the pier edge and from undeveloped areas are conducted at least annually. Visibly inappropriate runoff conditions will be reported and where a contributing party may be identified a warning or citation will be issued and a record made for inclusion to the annual SWMP effectiveness report.

Phone numbers for the Marine Traffic Control Center phone number (587-2076), Harbor Agent (682-6428), City Environmental Concern Hotline (527-5091), Department of Health, Clean Water Branch (527-5091) and Coast Guard (1-800-424-8802) are included in the TSI mailing as contact points for water quality complaints and/or communications.

Public education materials are provided with the annual TSI form mailing, addressing illicit discharge and illegal dumping hazards, detection efforts and consequences.

A mapping of storm water outfalls has been made and refined during dry weather inspections. The outfall mapping and an outfall description listing are presented in the Attachments.

- *Compilation of a list of non-storm water discharges or flows that are considered to be significant contributors of pollutants and the measures to be taken to prevent these discharges into the permittee's small municipal separate storm sewer system, or reduce the amount of pollutants in these discharges.*

The Environmental Section annually collects reports of reported apparent storm water quality violations from the Marine Traffic Control Center, and includes the list in the annual reports. To date all such discharges appear to be isolated, accidental events and no chronic inappropriate discharges are known to occur from the regulated system.

Over the next term of NGPC coverage, Harbors will continue to conduct twice-yearly dry weather and once-yearly wet weather outfall inspections, and collect and analyze reports of apparent inappropriate discharges. If repeat inappropriate dischargers are identified, the circumstances of the discharges will be investigated to assess appropriate measures.

One drain outfall at the base of the Ferry Pier, is connected to an offsite drainage system not under the control of Harbors Division. Neighboring private lands may contribute surface runoff which is discharged through the regulated system into the harbor. Because offsite basin may generate inappropriate discharges for which Harbors Division may be held accountable, Harbors will seek to establish a Memorandum of Understanding with it's neighbors to address responsibility for inappropriate discharges which may originate from lands not under Harbors control.

Harbors Division will expand the outfall mapping to identify contributory inlets and conduits, drainage basins, and offsite tributary storm drainage basins.

4. Construction Site Storm Water Runoff Control Minimum Control Measure

Develop, implement and enforce a program to reduce storm runoff pollutants entering the permittee's small municipal separate storm sewer system from construction activities disturbing one acre or more, including construction activities less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more, that, at a minimum, includes the following:

- *Establishment of rules, ordinances and other regulatory mechanism, including enforcement procedures and actions, that require erosion and sediment controls,*

The Department of Health, Clean Water Branch implements National Pollutant Discharge Elimination System (NPDES) requirements in Hawaii, and administers review and granting of Individual and General Permit Coverage. Notice of Intent requests for discharge of storm water from industrial sites (NOI-B applications) have been routed to Harbors Division for review and comment.

Revocable Permits and tenant lease agreements require compliance with all environmental laws and limit possession, usage and storage of hazardous wastes without lessor knowledge and consent.

Harbors Division requires that prior to new connections or discharge to the regulated drainage system, an application for a permit to connect and/or discharge must be made. Harbors also routinely notifies new tenants of the requirement to apply for a permit. A copy of the application forms is provided in the Attachments.

- *Requirements for construction site operators to implement appropriate erosion and sediment control best management practices,*
- *Requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts on water quality,*

Erosion and sediment Best Management Practices are reviewed by Clean Water Branch during NPDES NOI review, and may be reviewed by the City and County of Honolulu if plans are routed through them. Harbors Division personnel including Construction Inspectors, the Harbor Agent and his staff may note implementation of BMPs and contractor waste management practices, and have authority to take action in the event of non-compliance.

- *Procedures for site plan review of construction plans which incorporate consideration of potential water quality impacts,*

During the last year of the previous NGPC coverage, Harbors Division created an Environmental Section and filled two staff positions whose responsibilities include review of plans for potential storm water quality impacts, review of drainage connection and discharge permit applications and plans. Modifications requested of applicants as deemed appropriate. Copies of the connection and discharge permit application forms are provided in the Attachments.

Each Section of the Engineering Branch (Design, Construction, Maintenance, Environmental) reviews plans for impacts in its operational area.

- *Procedures for receipt and consideration of information submitted by the public*

Public comment is welcomed but seldom received. Any comment made will be routed and reviewed by the appropriate Section in the Engineering Branch. Public comment concerning storm water runoff quality issues and construction projects may be reported to Harbors Division phone numbers listed in the white pages. Comments will be given appropriate consideration.

- *Procedures for site inspection and enforcement of control measures.*

Harbors personnel including Marine Cargo Specialists, Construction Inspectors, the Harbor Agent and his staff may note implementation of BMPs and contractor waste management practices, and have authority to take action in the event of non-compliance.

Annual training is provided to Harbors Division staff at each commercial harbor (Kewalo Basin, Honolulu Harbor, Kalaeha Barbers Point Harbor), addressing storm water quality issues.

Over the next term of NGPC coverage, Harbors will continue to review construction plans and those NOI applications received via the Department of Health.

5. Post-Construction Storm Water Management in New Development and Redevelopment Minimum Control Measure

Develop, implement and enforce a program to reduce pollutants in storm runoff entering the permittee's small municipal separate storm water sewer system from new development and redevelopment projects which disturb greater than or equal to one acre, including construction sites less than one acre that are part of a large common plan or development or site that would disturb one acre or more, that, at a minimum, includes the following:

- *Establishment of rules, ordinances, and other regulatory mechanism, including enforcement procedures and actions, that address post-construction runoff from new development and redevelopment projects,*

- *Structural or non-structural best management practices to minimize water quality impacts and attempt to maintain pre-development runoff conditions, and*
- *Procedures for long-term operation and maintenance of best management practices.*

Review of projects equal or greater than one acre is administered by the Clean Water Branch as part of the NPDES program under the Clean Water Act. Applicants for Individual storm water discharge permits, or coverage under the Nationwide General Permit, submit applications including descriptions of the project scope and schedule, contractor, past land use history, existing conditions and potential pollution sources, construction and post-construction site-specific Best Management Practices plans. The materials are reviewed by the Clean Water Branch and as appropriate, a coverage may be granted.

Post-construction storm water quality efforts are mainly addressed by Harbors Division through the following general practices.

- Preserving undeveloped areas (of which there are almost none, and which produce very little runoff) where such areas are not required by operations to be paved. Generally, funds are not made available to pave areas not immediately required for specific purposes.
- Considering surface treatments for improved areas which retain rainfall and allow percolation rather than impervious surfacing which generates runoff, such as paver tiles in lieu of asphalt or concrete pavement,
- Preserving naturally occurring flat to low slopes in all areas, which minimize runoff concentration, quantity, velocity and erosive capability,
- Where runoff flows are concentrated, providing durable drainage systems sized to convey peak flows,
- Review of construction plans to providing and maintain grading which limits the area of the drainage basin discharging into the harbor, and
- Ongoing monitoring by Harbors personnel to ensure that major tenants using pier aprons adequately clean the aprons upon completion of loading/offloading activities.

In-place structural BMPs which reduce the quantity of storm runoff at Kalaeloa Barbers Point Harbor include:

- Operational areas are paved with reinforced concrete or asphalt concrete, to prevent erosion. These surfaces also allow spills of materials to be cleaned up.
- Low slope trench drains throughout apron areas of Piers 5, 6 and 7 which collect runoff and allow removal of granular material through settlement,
- maintaining minimal to low slopes throughout improved areas (access roadways, piers and aprons) where surfaced with asphalt or reinforced concrete which reduces runoff peak flow quantities and velocity, and
- provision of a silt fence consisting of pile butts wrapped in filter fabric to intercept, delay and filter runoff from the undeveloped crushed coral stockpile area.

Post-construction storm water management is also addressed in part by the preceding minimum control measures: public education and outreach, public involvement and participation, and illicit discharge detection and elimination.

Tenants are notified annually through the tenant self-inspection form mailing that their Revocable Permits and tenant leases require maintenance of post-construction runoff control measures in their premises.

Annual storm water awareness training is provided to Harbors personnel at Kewalo, Honolulu and Kalaeloa Barbers Point Harbors to establish awareness of storm water control issues. If a condition or tenant action is observed that negatively impacts storm runoff water quality, Harbors personnel may take a variety of actions ranging from verbal comment, contact with the Environmental Section to modify conditions in common areas, to instituting proceedings against a tenant.

During preparation of the annual report, onsite Harbors personnel (Harbor Agent and assistants, Marine Cargo Specialists, maintenance personnel) are queried as to the effectiveness of structural and non-structural Best Management Practices.

Tenant educational materials addressing structural and non-structural best management practices from City and County and EPA are distributed to tenants through the annual Tenant Self-Inspection mailing.

During the five-year term of the next Notice of General Permit Coverage, Harbors Division will continue to implement the above described post-construction storm water control practices.

6. Pollution Prevention/Good Housekeeping Minimum Control Measure

Develop, implement and enforce an operation and maintenance program to prevent and reduce storm water pollution from activities, including but not limited to, park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and storm water system maintenance that, at a minimum, includes the following:

- *Good housekeeping and other control measures, and*
- *Employee and contractor training on good housekeeping practices, to ensure that good housekeeping measures and best management practices are properly implemented.*

The following pollution prevention/good housekeeping practices are implemented by Harbors Division:

- Empty dumpsters and remove and dispose of discarded objects, machinery or equipment.

- General maintenance and repair of public facilities is conducted in-house, while a contractor is usually selected for large projects through the bid process.
- Grounds maintenance personnel use fertilizer or herbicides in accordance with the manufacturer's instructions.
- Pier and apron cleanliness is assessed for debris and staining, and responsible parties notified to conduct cleaning as needed. Operators with leaking vehicles are required to park vehicles and equipment indoors/under cover, provide drip pans and repair leaks.
- The advisory prohibiting disposal of regulated hazardous waste (see Attachments) is sent to all tenants in the annual TSI form mailing.
- Housekeeping activities (refuse collection and disposal, comfort station maintenance, spill records, mailings sent to facility tenants and results of site inspections) are summarized in the annual SWMP effectiveness report.

Revocable permits and tenant leases specifically require tenants to maintain an up-to-date inventory of materials that could contribute to storm water pollution. General instructions for identification, storage, use, collection and treatment of drainage from usage areas prior to discharge to storm or sanitary sewers and disposal of potential storm runoff pollutants are provided.

Good housekeeping education materials based on those developed by the EPA, City and County of Honolulu and others are mailed to tenants annually with the tenant self-inspection form.

Review the annual SWMP effectiveness records, tenant and public comment with respect to tenant and maintenance good housekeeping practices.

During the term of the Notice of General Permit Coverage, Harbors will continue to provide educational advisory materials to tenants in the annual TSI form mailing, and maintain present effective good housekeeping practices.

ATTACHMENTS

Kalaeloa Barbers Point Harbor Location and Drainage Basin Map

Tenant Self-Inspection Form

Harbor Master Notice “Prohibiting Disposal of Regulated Hazardous Waste” and Attachment A, “General Description of Hazardous Waste and Recycled Used Oil”

Used Oil Disposal Instructions

Lease Agreement Addendum 1, Environmental Compliance - Lessee’s Duties

Excerpt from Standard Revocable Permit, Environmental Compliance - Permittee’s Duties

Outfall Map and Description Listing

Application for a Private Storm Drain Connection And/or Discharge Permit to the State of Hawaii Harbors Division Storm Drain System

Sample Permit for Connection to the State Harbors Drainage System

Sample Permit to Discharge into the State Harbors Drainage System

Tenant Self-Inspection Form

LINDA LINGLE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
79 SOUTH NIMITZ HIGHWAY
HONOLULU, HAWAII 96813-4898

BARRY FUKUNAGA
DIRECTOR

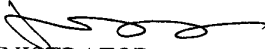
Deputy Directors
MICHAEL D. FORMBY
FRANCIS PAUL KEENO
BRENNON T. MORIOKA
BRIAN H. SEKIGUCHI

IN REPLY REFER TO:

HAR-EE
5679.08

November 21, 2007

TO: HARBORS DIVISION TENANTS

FROM: DAVIS K. YOGI 
HARBORS ADMINISTRATOR

SUBJECT: TENANT SELF-INSPECTION FORM
HARBORS DIVISION STORM WATER POLLUTION PREVENTION
PROGRAM

Your assistance is requested to provide essential information about your operational activities and storm water management practices that will aid the Department of Transportation Harbors Division to comply with federally-mandated requirements of the Federal Water Pollution Act, commonly referred to as the Clean Water Act (CWA), and State of Hawaii requirements under the Department of Health, Hawaii Administrative Rules.

The regulations are defined in Title 40, Code of Federal Regulations (40 CFR), Parts 122 and 123, and in the State of Hawaii Administrative Rules, Chapter 11-55. The regulations establish a framework that governs the discharge of storm runoff into waters of the United States. Violation could result in penalties of up to \$25,000 per day per violation for non-compliance.

The Harbors Division has obtained coverage from the Department of Health to operate the storm drainage systems which discharge into Kewalo Basin, Honolulu Harbor and Kalaeloa Barbers Point Harbor. We require your careful review and timely return of the attached Tenant Self-Inspection Form (Attachment 1), which is designed to help you and allow us to assess compliance with state and federal regulations as well as our discharge permit. This form needs to be completely filled out and returned by **December 20, 2007**. Please send the completed form to the Harbors Division, Attention: Richard Min, Environmental Health Specialist, 79 South Nimitz Highway, Honolulu, Hawaii 96813. A Public Education and Outreach Information Hand Out (Attachment 2) and a City and County of Honolulu Fact Sheets (Attachment 3) are also included and must be furnished to all of your employees.

Harbors Division Tenants
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HAR-EE
5679.08

Should you fail to return a completed form, you may be subject to civil and/or criminal penalties.

Thank you for your expedited assistance in this critical compliance issue. Should you have questions with regard to this matter, please contact Mr. Min, Environmental Health Specialist, of the Harbors Division Engineering Environmental Section at 587-1976 or Randal Leong, Environmental Engineer, Harbors Division Engineering Environmental Section at 587-1962.

Att.

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

TENANT SELF-INSPECTION AND SURVEY FORM

1. Primary Contact Person: _____
2. Telephone Number: _____
3. E-Mail Address: _____
4. FAX Number: _____
5. Tenant Since Month/Year: _____
6. Listing of Sub-tenants: (If applicable) _____

7. Do you report for EPCRA reporting under Section 313, if so what is your Standard Industrial Classification Code (SIC code) _____
8. Lease Number Permit Number
9. What is your primary function _____
10. Do you use or store any oil products over 1,320 gallons total (over 24 55-gallon drums or bulk storage. Note: Count only containers over 55 gallons)? ☐ No ☐ Yes
11. Does your site have a SPCC Plan (Spill Prevention Control and Countermeasures) (Regulation- Title 40 CFR, Part 112)
☐ No ☐ Yes, (if yes, please attach your current SPCC Plan, approved and certified by a registered Professional Engineer, if you did not submit it previously).
12. Do you have a National Pollutant Discharge Elimination System Permit (NPDES) or Notice of General Permit Coverage (NGPC), if so what is the number?

13. Do you generate any Hazardous Waste? If so identify the waste and provide your EPA Generator Identification Number

14. What chemicals, which could pollute storm water runoff if released, are presently being stored on-site? (Attach additional sheets as necessary)

| Chemical Name | Quantity | Method of Storage | Outdoor/Indoor |
|---------------|----------|-------------------|----------------|
| | | | |
| | | | |
| | | | |

15. Check possible pollutants in storm water from your facility/site. This should include any chemicals that are used, stored, or disposed of in the areas where potential pollutants may come into contact with rainwater and/or water runoff. Also include lubrication oil leaks from service equipment and vehicles.

- | | |
|---|--|
| <input type="checkbox"/> Acid Waste | <input type="checkbox"/> Nonhalogenated Solvents (see 40 CFR 261.30 for a listing of non-halogenated solvents) |
| <input type="checkbox"/> Alkaline Waste | <input type="checkbox"/> Oils and Grease |
| <input type="checkbox"/> Arsenic | <input type="checkbox"/> Pesticides |
| <input type="checkbox"/> Cadmium | <input type="checkbox"/> Petroleum Hydrocarbons |
| <input type="checkbox"/> Chromium | <input type="checkbox"/> PCB's |
| <input type="checkbox"/> Copper | <input type="checkbox"/> Phenols |
| <input type="checkbox"/> Cyanide | <input type="checkbox"/> Selenium |
| <input type="checkbox"/> Halogenated Solvents | <input type="checkbox"/> Silver |
| <input type="checkbox"/> Herbicides | <input type="checkbox"/> Thallium |
| <input type="checkbox"/> Mercury | <input type="checkbox"/> Zinc |
| <input type="checkbox"/> Nickel | <input type="checkbox"/> Lubrication oil leaks |

16. Are there any other possible pollutants at your facility/site: (Identify them)

17. Does your facility operate under a Department of Army Permit (Section 401 WQC)?

_____ No _____ Yes

18. Are there any other Federal Permits that you are required to submit? If so identify the permits. _____

19. Where does your storm water discharge? _____

20. Do you have any floors/decks located in chemical storage areas _____

21. Do you have to submit SARA III reporting? _____ No _____ Yes

22. Copy of your facility plans/drawing
23. Attach copies of any storm water studies conducted at your facility.
24. Non-storm water discharges can be activity-based (subtle) or overt (pipe connections). Activities based non-storm water discharges include, but are not limited to: wash water, diluted solvents/chemicals, floor/dock-apron sweeper waste, and spillage. Typical overt discharges include, but are not limited to: process wastewater, cooling water, and sanitary wastewater.

Are you aware of any non-storm water discharges or unauthorized connections to storm drains or ground water surfaces at your facility?

- ☐ No, we are not aware of any non-storm water discharges or unauthorized connections to storm drains or ground surfaces at our facility.
- ☐ Yes (if yes, please describe location and nature of discharge)
- ☐ Unknown (we are not able to confirm or disprove)

Have you observed any run-off at your facility and/or contiguous facilities in your area during dry weather? ☐ No ☐ Yes (provide the name of the contiguous facility/area)

25. Are floor drains or deck drains located in the areas of chemical storage or chemical use, present at your facility?

- ☐ No ☐ Yes If yes, where is the discharge point?
- ☐ Sanitary sewer
- ☐ Ground surface
- ☐ Unknown

The responsibility to maintain the cleanliness of Hawaii's coastal water lies with all Harbor tenants and users, and Hawaii residents. We all need to pitch in to anticipate, prevent and report inappropriate discharges. Reports of inappropriate discharges may be made to:

Marine Traffic Control Center: 587-2076

Marine Cargo Specialist: 587-2053

City and County of Honolulu Environmental Concern Hotline: 527-5091

Department of Health, Clean Water Branch: 586-4309

Coast Guard: 1-800-424-8802

**KEEPING OUR HARBOR WATERS CLEAN IS
EVERYONE'S BUSINESS**

**Harbor Master Notice “Prohibiting Disposal of Regulated
Hazardous Waste” and Attachment A, “General Description
of Hazardous Waste and Recycled Used Oil”**

January 15, 2003

TO: HARBOR TENANTS

FROM: PATRICK E. TORRES, HONOLULU HARBOR MASTER
HARBORS DIVISION

SUBJECT: PROHIBITING DISPOSAL OF REGULATED HAZARDOUS WASTE

The State Department of Health requires annual notification by refuse haulers to their clients, tenants and generators of the regulations prohibiting disposal of regulated hazardous waste at a municipal refuse site.

This serves as the required notification and your acknowledgement of the following:

1. Disposal of regulated hazardous waste, as defined in Federal (40 CFR 261) or state laws (HAR 11-260 to 280) and as generally described in Attachment A, in municipal refuse at HPOWER is strictly prohibited.
2. When waste material which matches the description in the hazardous waste regulations is produced at the facility, such material will be separated from municipal refuse and disposed of separately as a hazardous waste, in accordance with Federal and State regulations.
3. Waste loads are subject to periodic inspection. If hazardous wastes are found during such inspection, the generator will be identified and appropriate sanctions will be imposed.
4. Failure to comply with this prohibition subjects the generator and the hauler to possible civil and criminal actions.

If there is any doubt as to whether a waste (or used oil) is hazardous, the Federal Register 40 CFR 261 defining hazardous waste (and used oil) under EPA and Hawaii Department of Health should be reviewed, and if necessary, the generator can consult with the Solid and Hazardous Waste Branch of Hawaii, Department of Health, telephone number 586-4226, to determine if the waste is hazardous.

Honolulu Tenants
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Also attached is the standing Harbor Master Notice 8-29 regarding Waste Oil Collection and Disposal Service referencing Hawaii Administrative Rules, Commercial Harbors and Tariff, Section 19-42-126(b) Littering or Polluting Areas Prohibited.

Atts

bc: HAR-OC1; HAR-OC2, HAR-OC3; HAR-OCG; HAR-OCK, HAR-OCB

CF:jls

ATTACHMENT A

GENERAL DESCRIPTION OF HAZARDOUS WASTE AND RECYCLED USED OIL

Chemicals that are used in the work place must be labeled if they contain hazardous chemicals and must come with a material safety data sheet (MSDS), which describes the safety precautions to use with the chemicals.

The label is red if it contains highly flammable material (flash point less than 140°F), such as gasoline or alcohol; is blue if it is a toxic chemical and a health hazard, such as chlorobenzene; is yellow if it is reactive or unstable or is white if it is corrosive infections our radioactive. Any labeled chemicals of waste produced from using such labeled chemicals must be presumed to be hazardous, and as such, not discarded with municipal solid waste (MSW).

Firms should compile an inventory of the hazardous chemicals they use and make sure they never discard any of these chemicals in their MSW. In addition, they should become familiar with the general characteristics of a hazardous waste, which can be any one or a combination of the following:

- Ignitable: a liquid with a flash point below 140°F, or a solid whic causes fire through friction or adsorption of moisture, or a compressed gas which is “ignitable” and/or vigorously supports combustion.
- Corrosive: a liquid with a pH greater than 12.5 or less than 2.0.
- Reactive: normally unstable and readily undergoes violent reactions, including detonations or explosion.
- Toxic: if taken into the body, would likely cause serious health problems.

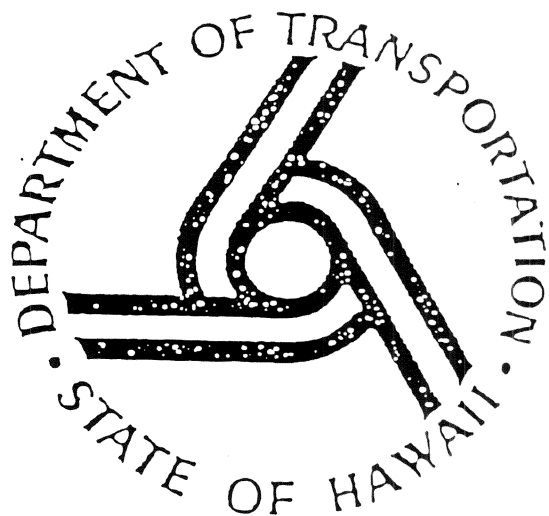
In addition, EPA has specified that certain types of waste, such as spent halogenated solvents used in degreasing or wastewater treatment sludges from electroplating operations, must be considered hazardous. Your industry association can tell you whether it is likely your waste may be hazardous. There are also specific wastes such as reaction by-product water from the drying column in the production of tolisenadamine, which generally come from producing chemicals EPA has classified as hazardous. If you are a chemical manufacturer, you should already know about these listed wastes.

Generally used oil mixed with conditionally exempt small quantity generator (“squee-gee”) waste is not hazardous waste, and household “do-it-yourself” oil changes are not subject to regulation (unless delivered to a collection site). All others must be carefully reviewed as potentially hazardous waste.

Finally, there is a broader list of chemicals and radioactive or infectious materials which are prohibited from disposal with municipal solid waste. Contact the Solid and Hazardous Waste Branch of Hawaii Department of Health, telephone number 586-4226, for specifics.

Used Oil Disposal Instructions

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION



USED OIL
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- II. USE OF OIL COLLECTION STATIONS
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- IV. ENFORCEMENT

1. INTRODUCTION

Used oil is a dangerous pollutant if improperly managed. One quart of used oil can contaminate 250,000 gallons of water and can injure fish, birds and other aquatic life. In addition, used oil contains toxic components that can cause cancer and other disease in humans. If used oil is contaminated with a hazardous waste such as solvents, paint, paint thinner, anti-freeze or fuel, the whole mixture becomes hazardous waste.

Used oil can be recycled. Harbors Division has provided three oil collection stations at Pier 18 and 36 in Honolulu Harbor and at Kewalo Basin. These stations are provided at no cost to small carft and smaller commercial vessel users. A private contractor collects and arranges for recycling of diesel fuel, bilge water (oily water) and used oil.

II. Use of Oil Collection Stations

DO

- Pour smaller containers of oil, bilge water and diesel fuel into the 55-gallon drums provided. Do not mix different types of liquids.

- Ensure that containers are completely drained and placed in a closed plastic bag before disposal in the trash bins.

- Clean up spills from transfer of liquids.

- If 55-gallon drums are full, other containers may be left on the spill pallets inside the oil collection stations provided that the containers are in good condition and labeled with the contents. Good condition means tightly closed, not dented, rusted, cracked or leaking.

- Place drums of liquids on the spill pallets inside the oil collection station.

DO NOT

- Mix oily water (bilge water) or fuel with used oil.
- Leave oil filters or trash in the oil collection stations. Oil filters may be hot drained (placed in a vertical position with the top punctured, above 60 degrees Fahrenheit) for 24 hours, placed in a closed plastic bag, and disposed of in the trash bins.
- Contaminate used oil, oily water or diesel fuel with paint, paint thinner, anti-freeze, soap or other hazardous waste.
- Leave hazardous waste in or outside the oil collection stations or trash bins. It is the responsibility of the vessel owner to dispose of such materials. If you have questions regarding whether a substance is hazardous, contact Kewalo Basin Harbor Agent at 594-0849.
- Pour liquids into the spill pallets in the oil collection stations.
- Remove empty 55-gallon drums from the oil collection stations for pumping oil, oily water or diesel fuel into. It is the responsibility of the vessel owner to provide drums for larger quantities of these substances.
- Leave drums or containers of oil, bilge water or fuel outside the oil collection stations or in the vicinity of trash bins.

III. LAWS, RULES AND REGULATIONS

Hawaii Revised Statutes (HRS)

HRS §342J Standards for persons who deal with used oil or used oil fuel.
No new oil, used oil or recycled oil shall be discharged or caused or allowed to enter into the sewers, drainage systems, surface or ground water, watercourse, marine waters or into the ground.

HRS §342J Civil penalties provides for a maximum of \$25,000 .00 for each separate offense.

HAWAII ADMINISTRATIVE RULES (HAR)

HAR §19-42-126 Littering or polluting land areas prohibited

(b) No person shall deposit oil, oily refuse, sludge chemicals or other hydrocarbons on State property except in specially designated collection points. These items may not be left in or near standard refuse containers or anywhere else on harbors property. Penalties, including but not limited to the revocation of mooring permits and the right to use the facilities may be invoked.

HAR §19-42-127 Littering or polluting of waters prohibited No person shall place, throw, deposit or discharge, or cause to be placed, thrown, deposited or discharged into the waters of any harbor, river or shore waters of the State any litter, or other gaseous, liquid or solid materials which render the waters unsightly, noxious or otherwise unwholesome so as to be detrimental to the public health and welfare or a navigation hazard. No person shall discharge oil, sludge, oil refuse, fuel oil or molasses either directly or indirectly, or pump bilges or ballast tanks containing other than clean water into the waters of any harbor, river or into any shore waters in the State.

IV. ENFORCEMENT

Violations will be investigated by Harbor Agents and Harbor Police Units and violators will be cited. Surveillance devices such as video cameras may be used to identify violators.

Lease Agreement Addendum 1

Environmental Compliance - Lessee's Duties

ADDENDUM 1

ENVIRONMENTAL COMPLIANCE – LESSEE'S DUTIES

A. Definitions.

For purposes of this Lease, Lessee agrees and understands that the following terms shall have the following meanings:

“Environmental Laws” shall mean all federal, state and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These environmental laws include, but are not limited to, regulations and orders of the federal Environmental Protection Agency and of the State of Hawaii Department of Health.

“Hazardous Substance” shall mean and include any chemical, substance, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be, or has been determined by proper state or federal authority under any environmental law to be, hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCBs), methane, and other materials or substances that are regulated by state or federal authorities.

B. Lessee's Activities and Duties.

1. **Compliance with Environmental Laws.** Lessee agrees, at its sole expense and cost, to comply with all environmental laws that apply to the leased premises during the term of this lease, and Lessee's occupancy of, and activities on, the leased premises. This duty shall survive the expiration or termination of this lease which means that the Lessee's duty to comply with environmental laws shall include complying with all environmental laws, regulations and orders that may apply, or be determined to apply, to the occupancy and activities of the Lessee on the leased premises after the expiration or termination of this lease. Failure of the Lessee to comply with any environmental laws shall constitute a breach of this lease for which the Lessor shall be entitled, in its discretion, to terminate this lease and take any other action at law or in equity it deems appropriate. Lessee shall conform its operations with 49 CFR, Part 195 (Pipeline Safety), and shall install Time Domain Reflectivity (TDR) cable leak detection and monitoring equipment, which meet or exceed industry standards, adjacent to the fuel pipelines and related facilities, to provide an indication of any leak occurrence from any fuel pipeline or containment

device. In addition, the Lessee shall install a secondary containment wall/vaulting to prevent releases into the environment. The Lessee shall also develop, implement, and follow a written integrity management program that addresses the risks of each pipeline, and provides for periodic assessment of the integrity of each pipeline through internal inspection, pressure testing, or other equally effective assessment means, on a regular basis.

2. **Hazardous Substances.** Lessee shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any Hazardous Substance, or allow the same by any third person, on the leased premises (with the exception of the intended routine management of the petroleum products within the proposed pipeline) without first obtaining the written consent of the Lessor and complying with all environmental laws, including giving all required notices, reporting to, and obtaining permits from, all appropriate authorities, and complying with all provisions of this lease.

3. **Notice to Lessor.** Lessee shall keep Lessor fully informed at all times regarding all environmental law related matters affecting the Lessee or the leased premises. This duty shall include, without limited the foregoing duty, providing the Lessor with a current and complete list and accounting of all hazardous substances of every kind which are present on or about the leased premises and with evidence that the Lessee has in effect all required and appropriate permits, licenses, registrations, approvals and other consents that may be required of or by federal and state authorities under all environmental laws. This duty shall also include providing immediate written notice of any investigation, enforcement action, remediation, or other regulatory action, order of any type, or any legal action, initiated, issued, or any indication of an intent to do so, communicated in anyway to the Lessee by any federal or state authority, or individual, which relates in any way to any environmental law, or any hazardous substance, and the Lessee or the leased premises. As part of this written notice to the Lessor, the Lessee shall also immediately provide the Lessor with copies of all written communications from individuals, or state and federal authorities, including copies of all correspondence, claims, complaints, warnings, reports, technical data and any other documents received or obtained by the Lessee. At least thirty days prior to termination of this lease, or termination of the possession of the leased premises by Lessee, Lessee shall provide the Lessor with written evidence satisfactory to the Lessor that Lessee has fully complied with all environmental laws, including any orders issued by any governmental authority to the Lessee that relate to the leased premises.

4. **Notice to Authorities.** Lessee shall provide written notice to the Environmental Protection Agency and the State of Hawaii Department of Health at least sixty days prior to the termination of this lease, or sixty days prior to Lessee's termination of possession of the leased premises, whichever occurs first, that Lessee intends to vacate the leased premises and terminate its operations on those leased premises. Lessee shall allow the agents or representatives of said authorities access to the leased premises at any and all reasonable times for the purpose of inspecting the leased premises, and taking samples of any material for inspection or testing for compliance with any environmental laws. Lessee shall provide copies of said written notices to Lessor at the time said notices are provided to said authorities.

5. **Disposal/Removal.** Except for materials that are lawfully sold in the ordinary course of the Lessee's business, Lessee shall cause any hazardous substances to be removed from the leased premises for disposal, and to be transported from the leased premises solely by duly

licensed hazardous substances transporters, to duly licensed facilities for final disposal as required by all applicable environmental laws. Lessee shall provide Lessor with copies of documentary proof, including manifests, receipts, or bills of lading, which reflect that said hazardous substances have been properly removed and disposed of in accordance with all environmental laws.

6. Environmental Investigations and Assessments. The Lessee, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the leased premises to determine the presence of any hazardous substance on, in, or under the leased premises as may be directed from time to time by the Lessor, in its sole discretion, or by any federal or state authority. The extent and number of any environmental investigations and assessments shall be determined by the Lessor or the federal or state authority directing said investigations and assessments to be conducted. Lessee shall retain a competent and qualified person or entity that is satisfactory to the Lessor or governmental authority, as the case may be, to conduct said investigations and assessments. Lessee shall direct said person or entity to provide the Lessor or governmental authority, if so requested, with testable portions of all samples of any soils, water, ground water, or other material that may be obtained for testing, and provide to the Lessor and the governmental authority written results of all tests on said samples upon completion of said testing.

7. Remediation. In the event that any hazardous substance is used, stored, treated, disposed on the premises, handled, discharged, released, or determined to be present on the leased premises, Lessee shall, at its sole expense and cost, remediate the leased premises of any hazardous substances, and dispose/remove said hazardous substance in accordance with paragraph 4. This duty to remediate includes strictly complying with all environmental laws and directives to the Lessee to remediate said hazardous substance from the Lessor. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is satisfactory to the Lessor and governmental authority, as the case may be. In the event Lessee does not remediate the leased premises to the same condition as it existed at the commencement of the lease, as determined by the Lessor, Lessee understands and agrees that Lessor may exercise its rights under the paragraph entitled Lessor's Right to Act, and until such time as the remediation is complete to the satisfaction of the Lessor, Lessee shall be liable for lease rent in the same manner and amount as if the lease had continued in effect during the period of remediation.

8. Restoration and Surrender of Premises. The Lessee hereby agrees to restore the leased premises, at its sole cost and expense, including the soil, water and structures on, in, or under the leased premises to the same condition as the premises existed at the commencement of this lease, fair wear and tear to the structures excepted. In the event Lessee does not restore the leased premises to the same condition as it existed at the commencement of the lease, as determined by the Lessor, Lessee understands and agrees that Lessor may exercise its rights under the paragraph entitled Lessor's Right to Act, and until such time as the restoration is complete to the satisfaction of the Lessor, Lessee shall be liable for lease rent in the same manner and amount as if the lease had continued in effect during the period of restoration.

9. Lessor's Right to Act. In the event Lessee fails for any reason to comply with any of its duties under this lease or under any environmental laws within the time set for doing so, or

within a reasonable time as determined by the Lessor, Lessor shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. Lessee hereby grants access to the leased premises at all reasonable hours to the Lessor, its agents, and anyone designated by the Lessor in order to perform said acts and duties. Any cost, expense, or liability of any type that may be incurred by the Lessor in performing said acts or duties shall be the sole responsibility of the Lessee, and Lessee hereby agrees to pay for those costs and expenses, and indemnify the Lessor for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of Lessor's right to act, including litigation costs, attorneys fees, and the costs and fees for collection of said cost, expense or liability.

10. Release and Indemnity. Lessee hereby agrees to release the Lessor, its officers, agents, successors, and assigns from any liability of any kind, including, but not limited to, any liability for any damages, penalties, fines, judgments, or assessments that may be imposed or obtained by any person, agency, or governmental authority against the Lessee by reason of any hazardous substance that may be present by whatever means on, in or under the leased premises. The Lessee hereby agrees to indemnify, defend with counsel suitable to the Lessor, and hold harmless the Lessor from any liability that may arise in connection with, or by reason of, any occurrence involving any hazardous substance that may be alleged to be connected or related in any way with the leased premises, the Lessor's ownership of the premises, or this lease, including the presence of any hazardous substance on the leased premises.

11. Surety/Performance Bond for Cleanup/Restoration. At its sole cost and expense, Lessee shall provide the Lessor with a Bond, or other security satisfactory to Lessor, in the amount of \$100,000.00 to assure removal of any hazardous substances, and the remediation and restoration of the leased premises during the term of, and at the conclusion of the lease so as to comply with the terms of this lease to the satisfaction of the Lessor, and in order to comply with environmental laws. Lessee shall provide written evidence that said Bond or security has been secured by the Lessee, which evidence shall indicate the term during which said Bond or other security shall irrevocably remain in effect.

12. Insurance. Effective at the commencement of this lease, Lessee shall obtain and keep in force a comprehensive liability and property damage policy of insurance issued by an insurer licensed to do business in the State of Hawaii, with limits of indemnity coverage no less than \$1,000,000. Said policy of insurance shall provide coverage for personal injury or damage to property caused by hazardous substances or any occurrence that may constitute a violation of any environmental law by the Lessee. Said policy of insurance shall name the Lessor as an additional insured. Lessee shall provide proof of said insurance satisfactory to the Lessor which shall include, at a minimum, the coverage provided, and the term during which said policy shall be effective.

Excerpt from Standard Revocable Permit

Environmental Compliance - Permittee's Duties

26. SPECIAL TERMS AND CONDITIONS.

ENVIRONMENTAL COMPLIANCE – PERMITTEE’S DUTIES

A. Definitions.

For purposes of this Revocable Permit, Permittee agrees and understands that the following terms shall have the following meanings:

“Environmental Laws” shall mean all federal, state and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These environmental laws include, but are not limited to, regulations and orders of the federal Environmental Protection Agency and of the State of Hawaii Department of Health.

“Hazardous Substance” shall mean and include any chemical, substance, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be, or has been determined by proper state or federal authority under any environmental law to be, hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCBs), methane, and other materials or substances that are regulated by state or federal authorities.

B. Permittee’s Activities and Duties.

1. **Compliance with Environmental Laws.** Permittee agrees, at its sole expense and cost, to comply with all environmental laws that apply to the premises during the term of this Revocable Permit, and Permittee’s occupancy of, and activities on, the premises. This duty shall survive the expiration or termination of this Revocable Permit which means that the Permittee’s duty to comply with environmental laws shall include complying with all environmental laws, regulations and orders that may apply, or be determined to apply, to the occupancy and activities of the Permittee on the premises after the expiration or termination of this Revocable Permit. Failure of the Permittee to comply with any environmental laws shall constitute a breach of this Revocable Permit for which the State shall be entitled, in its discretion, to terminate this Revocable Permit and take any other action at law or in equity it deems appropriate.

2. **Hazardous Substances.** Permittee shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any Hazardous Substance, or allow the same by any third

person, on the premises without first obtaining the written consent of the State and complying with all environmental laws, including giving all required notices, reporting to, and obtaining permits from, all appropriate authorities, and complying with all provisions of this Revocable Permit.

3. Notice to the State. Permittee shall keep the State fully informed at all times regarding all Environmental law related matters affecting the Permittee or the premises. This duty shall include, without limit to the foregoing duty, providing the State with a current and complete list and accounting of all hazardous substances of every kind which are present on or about the premises and with evidence that the Permittee has in effect all required and appropriate permits, licenses, registrations, approvals and other consents that may be required of or by federal and state authorities under all environmental laws. This duty shall also include providing immediate written notice of any investigation, enforcement action, remediation or other regulatory action, order of any type, or any legal action, initiated, issued, or any indication of an intent to do so, communicated in anyway to the Permittee by any federal or state authority or individual which relates in any way to any environmental law or any hazardous substance and the Permittee or the premises. This written notice to the State shall include the Permittee immediately providing the State with copies of all written communications from individuals or state and federal authorities, including copies of all correspondence, claims, complaints, warnings, reports, technical data and any other documents received or obtained by the Permittee. At least thirty (30) days prior to termination of this Revocable Permit, or termination of the possession of the premises by Permittee, which ever shall first occur, Permittee shall provide the State with written evidence satisfactory to the State that Permittee has fully complied with all environmental laws, including any orders issued by any governmental authority to the Permittee that relate to the premises.

4. Notice to Authorities. Permittee shall provide written notice to the Environmental Protection Agency and the State of Hawaii Department of Health at least sixty (60) days prior to the termination of this Revocable Permit, or sixty (60) days prior to Permittee's termination of possession of the premises, whichever occurs first, the fact that Permittee intends to vacate the premises and terminate its operations on those premises. Permittee shall allow the agents or representatives of said authorities access to the premises at any and all reasonable times for the purpose of inspecting the premises and taking samples of any material for inspection or testing for compliance with any environmental laws. Permittee shall provide copies of said written notices to the State at the time said notices are provided to said authorities.

5. Disposal/Removal. Except for materials that are lawfully sold in the ordinary course of the Permittee's business and for which the Permittee has obtained all required authorizations from appropriate authorities including the prior written permission of the State to have said substance on the premises, Permittee shall cause any hazardous substances to be removed from the premises for disposal. This duty shall include the transportation of said hazardous substance from the premises solely by duly licensed hazardous substance transporters to duly licensed facilities for final disposal as required by all applicable environmental laws. Permittee shall provide the State with copies of documentary proof, including manifests, receipts or bills of lading, which reflect that said hazardous substances have been properly removed and disposed of in accordance with all environmental laws.

6. Environmental Investigations and Assessments. The Permittee, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the premises to determine the presence of any hazardous substance on, in, or under the premises as may be directed

from time to time by the State, in its sole discretion, or by any federal or state authority. The extent and number of any environmental investigations and assessments shall be determined by the State or the federal or state authority directing said investigations and assessments to be conducted. Permittee shall retain a competent and qualified person or entity that is satisfactory to the State or governmental authority, as the case may be, to conduct said investigations and assessments. Permittee shall direct said person or entity to provide the State or governmental authority, if so requested, with testable portions of all samples of any soils, water, ground water or other material that may be obtained for testing and provide directly to the State and the governmental authority at the sole expense of the Permittee written results of all tests on said samples upon completion of said testing.

7. **Remediation.** In the event that any hazardous substance is used, stored, treated, disposed on the premises, handled, discharged, released, or determined to be present on the premises, or to have migrated from the premises, Permittee shall, at its sole expense and cost, remediate the premises, or any location off the premises to which it is determined that the hazardous substance has migrated, of any hazardous substances. Said duty to remediate includes the removal and disposal of said hazardous substances in accordance with paragraph 5. This duty to remediate includes strictly complying with all environmental laws and directives to remediate said hazardous substance issued from the State or any federal or State governmental authority charged with enforcing the Environmental laws. This duty to remediate shall include replacement of any materials, such as soils, removed with material that is satisfactory to the State and governmental authority, as the case may be.

8. **Restoration and Surrender of Premises.** The Permittee hereby agrees to restore the premises, at its sole cost and expense, including the soil, water and structures on, in, or under the premises, to the same condition as the premises existed at the commencement of this Revocable Permit, fair wear and tear to the structures excepted. In the event Permittee does not restore the premises to the same condition as it existed at the commencement of the Revocable Permit, as determined by the State, the Permittee understands and agrees that the State may exercise its rights under the paragraph entitled State's Right to Act, and until such time as the restoration is complete to the satisfaction of the State, Permittee shall be liable for Revocable Permit rent in the same manner and amount as if the Revocable Permit had continued in effect during the period of restoration.

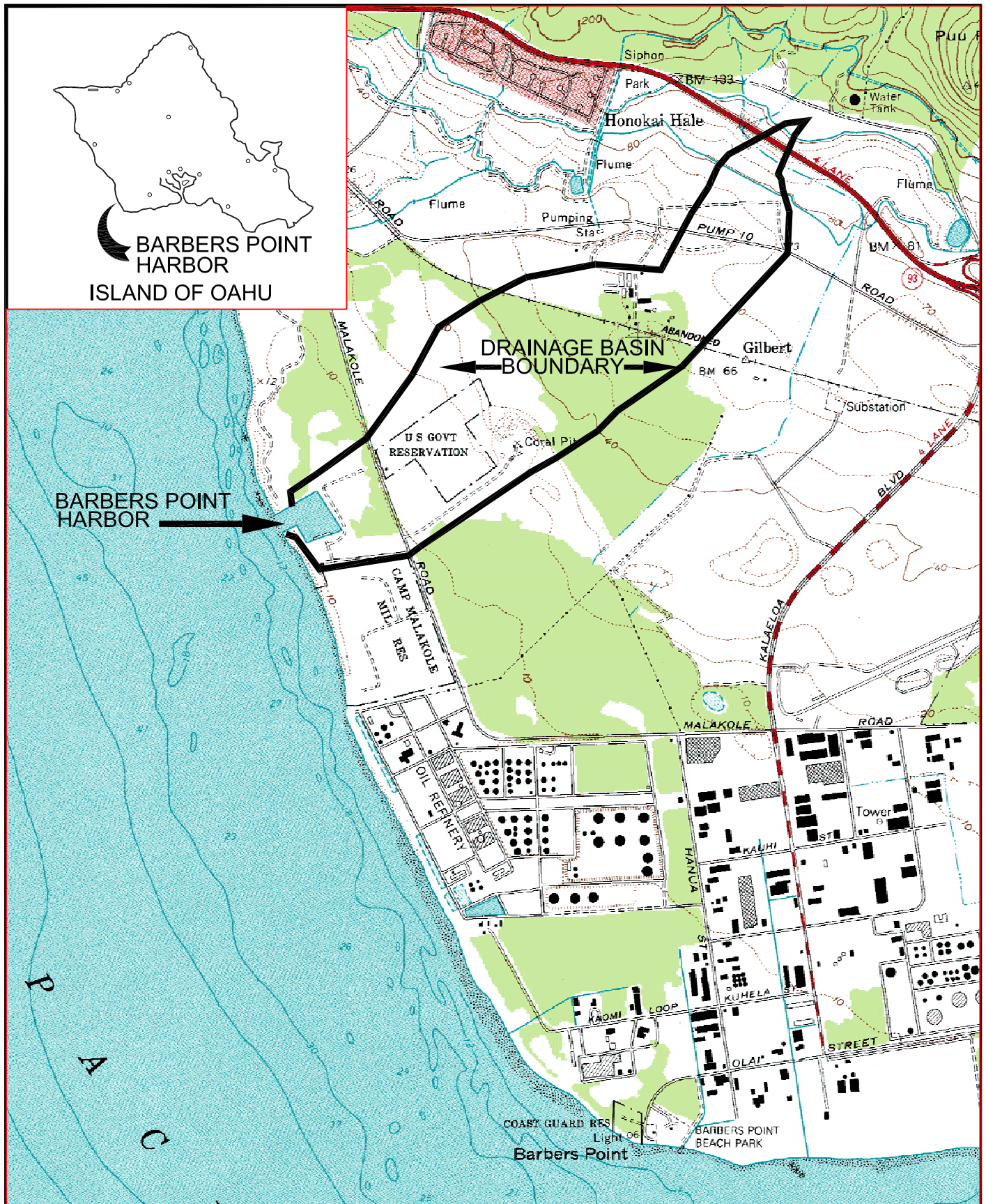
9. **State's Right to Act.** In the event the Permittee fails for any reason to comply with any of its duties under this Revocable Permit or under any environmental laws within the time set for doing so, or within a reasonable time as determined by the State, the State shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. Permittee hereby grants access to the premises at all reasonable hours to the State, its agents and anyone designated by the State in order to perform said acts and duties. Any cost, expense or liability of any type that may be incurred by the State in performing said acts or duties shall be the sole responsibility of the Permittee and Permittee hereby agrees to pay for those costs and expenses and indemnify the State for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of State's right to act, including litigation costs, attorneys fees and the costs and fees for collection of said cost, expense or liability.

10. Release and Indemnity. Permittee hereby agrees to release the State, its officers, agents, successors and assigns from any liability of any kind, including, but not limited to, any liability for any damages, penalties, fines, judgments or assessments that may be imposed or obtained by any person, agency or governmental authority against the State and/or the Permittee by reason of any hazardous substance that may be present by whatever means on, in or under the premises. The Permittee hereby agrees to indemnify, defend with counsel suitable to the State, and hold harmless the State from any liability that may arise in connection with, or by reason of, any occurrence involving any hazardous substance that may be alleged to be connected or related in any way with the premises, the State's ownership of the premises, or this Revocable Permit, including the presence of any hazardous substance on the premises. Permittee understands and agrees that any assessments, fines or penalties that may be assessed against the Permittee or the State by reason of any environmental law violation concerning the premises shall be paid, complied with, and in every way satisfied by the Permittee and not the State.

11. Surety/Performance Bond for Cleanup/Restoration. At its sole cost and expense, Permittee shall provide the State with a Bond, or other security satisfactory to State, in the amount of \$ N/A to assure removal of any hazardous substances and the remediation and restoration of the premises during the term of, and at the conclusion of the Revocable Permit so as to comply with the terms of this Revocable Permit to the satisfaction of the State and in order to comply with environmental laws. Permittee shall provide written evidence that said Bond or security has been secured by the Permittee which evidence shall indicate the term during which said Bond or other security shall irrevocably remain in effect.

12. Insurance. Effective at the commencement of this Revocable Permit, Permittee shall obtain and keep in force a comprehensive liability and property damage policy of insurance issued by an insurer licensed to do business in the State of Hawaii with limits of indemnity coverage no less than \$500,000.00. Said policy of insurance shall provide coverage for personal injury and damage to property caused by hazardous substances or any occurrence that may constitute a violation of any environmental law by the Permittee or the State. Said policy of insurance shall name the State as an additional insured. Permittee shall provide proof of said insurance satisfactory to the State which shall include, at a minimum, the coverage provided and the term during which said policy shall be effective.

Outfall Map



KALAELOA BARBERS POINT HARBOR STORM WATER MANAGEMENT PLAN
HARBOR LOCATION AND DRAINAGE BASIN MAP

Storm Drainage System Outfall Listing

Note: Drainage outfalls without an outfall number in the first column (ex. BP-NN) are shown for location only and not included in the regulated storm drain system.

| Outfall No. | Owner and Description | Latitude | Longitude | Runoff Source |
|-------------|--|-------------|--------------|--|
| | City and County of Honolulu, 5' X 3.5' box drain outfall | 21° 19.250' | 158° 06.933' | Adjacent Kenai Industrial Park, no contribution from Harbor property |
| BP-02 | Harbors Division, 12" trench drain outfall | 21° 19.247' | 158° 06.935' | Vicinity of Transit Shed, dredged coral stockpile, Pier 5 apron |
| BP-03 | Harbors Division, 24" drain outfall | 21° 19.250' | 158° 06.929' | Dredged coral stockpile, Pier 5 apron |
| BP-04 | Harbors Division, 12" trench drain outfall | 21° 19.261' | 158° 06.915' | Dredged coral stockpile, Pier 5 apron |
| BP-05 | Harbors Division, 12" trench drain outfall | 21° 19.285' | 158° 06.890' | Dredged coral stockpile, Pier 5 apron |
| BP-06 | Harbors Division, 36" drain outfall | 21° 19.296' | 158° 06.681" | Dredged coral stockpile, Pier 5 |
| BP-07 | Harbors Division, 12" trench drain outfall | 21° 19.309' | 158° 06.864' | Dredged coral stockpile, Pier 5 |
| BP-08 | Harbors Division, 12" trench drain outfall | 21° 19.335' | 158° 06.839' | Dredged coral stockpile, Piers 5 apron, Pier 6 apron |
| BP-09 | Harbors Division, 36" drain outfall | 21° 19.342' | 158° 06.830' | Dredged coral stockpile, Pier 5 apron |
| BP-10 | Harbors Division, 12" trench drain outfall | 21° 19.361' | 158° 06.812' | Dredged coral stockpile, Pier 5 apron |
| BP-11 | Harbors Division, 12" trench drain outfall | 21° 19.385' | 158° 06.784' | Dredged coral stockpile, Pier 5 apron |
| BP-12 | Harbors Division, 36" drain outfall | 21° 19.388' | 158° 06.779' | Dredged coral stockpile, Pier 5 apron |
| BP-13 | Harbors Division, 12" trench drain outfall | 21° 19.421' | 158° 06.746' | Dredged coral stockpile, Pier 5 apron |
| BP-14 | Harbors Division, 36" drain outfall | 21° 19.437' | 158° 06.725' | Dredged coral stockpile, Pier 5 apron |
| BP-15 | Harbors Division, 12" drain outfall | 21° 19.442' | 158° 06-717' | Dredged coral stockpile, Pier 5 apron |
| BP-16 | Harbors Division, 12" drain outfall | 21° 19.467' | 158° 06.698' | Dredged coral stockpile, coal conveyor, cement transfer plant |
| BP-17 | Harbors Division, 36" drain outfall | 21° 19.474' | 158° 06.688' | Dredged coral stockpile, coal conveyor, cement transfer plant |
| BP-18 | Harbors Division, 36" drain outfall | 21° 19.481' | 158° 06.678' | Runoff from offsite cement storage domes, Pier 7 apron |
| BP-19 | Harbors Division, 12" drain outfall | 21° 19.488' | 158° 06.674' | Runoff from dredged coral stockpile, Pier 7 apron |
| BP-20 | Harbors Division, 12" trench drain outfall | 21° 19.505' | 158° 06.652' | Runoff from dredged coral stockpile, Pier 7 apron |

| | | | | |
|-------|--|-------------|-------------|---|
| BP-21 | Harbors Division, 12" trench drain outfall | 21° 19.528' | 158° 06.633 | Runoff from dredged coral stockpile, Pier 7 apron |
| BP-23 | Harbors Division, 12" trench drain outfall | 21° 19.557' | 158° 06.611 | Runoff from dredged coral stockpile, Pier 7 apron |
| BP-24 | Harbors Division, curb outfall | 21° 19.551 | 158° 06.602 | Runoff from dredged coral stockpile, Pier 7 apron |

**Application for a Private Storm Drain Connection
and/or Discharge Permit to the State of Hawaii Harbors
Division Storm Drain System**

NPDES File No. _____
(DOH)

Permit for Connection to the State Harbors Drainage System

Harbors I.D. No.: _____
(for office use)

Harbor. _____
(NPDES)

NPDES File No. _____
(DOH)

PERMIT FOR CONNECTION TO THE STATE HARBORS DRAINAGE SYSTEM

Application Date _____

Pursuant to Hawaii Administrative Rules, Chapter 11-55, application is hereby made to connect to the State Harbors drainage system at the location(s) specified below and at no other place.

1. Name of Harbor: _____
2. Tax Map Key: _____
3. Location and Description of Connection(s): _____

Licensee*, the undersigned, hereby agree to the following:

1. That Licensee shall bear the entire cost of engineering, construction and maintenance of the private drainage system.
2. That Licensee shall indemnify and hold the State free and harmless from all suits and actions caused by the Licensee's acts or failure to act in connection with engineering construction and maintenance of the Licensee's private drainage system and its connection to the State Harbors Division's drainage system.
3. That the construction of the drainage system shall be made in accordance with plans and specifications approved by the Administrator, Harbors Division, and subject to compliance with all applicable statutes, ordinances, and rules and regulations of Federal, State or City agencies having the effect of the law.
4. That prior to any construction work, Licensee shall obtain a Permit to Perform Work Upon State Harbors from the Engineering Program Manager, Harbors Division.
5. That in the event any portion of the State Harbor drainage system is damaged or destroyed during the construction of the private drain connection, the Licensee shall bear the entire cost of engineering and construction, or replacement of the damaged facility.
6. That no additions or alterations to the private drainage system will be made without the prior written consent of the Administrator, Harbors Division.
7. That the private drainage system shall remain the Licensee's property and that Licensee will be solely responsible for its maintenance and upkeep.
8. That in the event the private drainage system within the State right-of-way shall at any time interfere with any public use, Licensee will relocate the private drainage system at the Licensee's expense.
9. That any time the private drainage system discharges pollutants or other objectionable material into the State Harbors drainage system which exceeds applicable water quality standards of the State of Hawaii as identified in Section 11-54-04, Hawaii Administrative Rules, or otherwise misuse the system, or cause a violation of any provisions of the State's National Pollutant Discharge Elimination System (NPDES) Permit, the State, by written notice, may terminate this license and have the system removed at the Licensee's expense. In addition, the Licensee shall be liable for any and all penalties as a result of discharges from the Licensee's system.
10. That discharges into the State Harbors drainage system shall be composed entirely of storm water. In the event the discharge into State Harbors drainage system includes storm water associated with industrial activity as defined in the Federal regulations, Licensee shall obtain appropriate National Pollutant Discharge Elimination System (NPDES) permit(s)/permit coverage(s) and shall provide data on the characterization of the constituents, quantity of the effluent and discharge at the Licensee's expense

within one (1) year after the date of connection, and annually thereafter or as the need may arise as determined by the Administrator, Harbors Division.

11. That the Administrator, Harbors Division, or his authorized representative, may during reasonable hours and upon notification to Licensee, enter any building or premises to inspect or investigate, measure or test any effluent that is discharged directly or indirectly to the State Harbors drainage system.
12. That Licensee will notify the Engineering Program Manager at least 24 hours before commencing construction work, to arrange for necessary inspectional services.
13. That this agreement shall be made a condition of any subsequent transfer of property ownership.

Signature of Licensee

Date

Print Name and Title

Company Name

Company Address

City, State, Zip Code

Telephone No.

Fax No.

APPROVED:

Engineering Program Manager

Date

CONSTRUCTION DATA

Work Started: _____

Work Completed: _____

Inspector: _____

*Licensee shall be the owner or authorized representative of the owner applying for the permit.

Attach: Drain Connection Plans (3 sets)

Permit to Discharge into the State Harbors Drainage System

Harbors I.D. No.: _____
(for office use)

Harbor. _____
(NPDES)

NPDES File No. _____
(DOH)

PERMIT TO DISCHARGE INTO THE STATE HARBORS DRAINAGE SYSTEM

Application Date _____

Pursuant to Hawaii Administrative Rules, Chapter 11-55, application is hereby made to discharge into the State Harbors drainage system at the location(s) specified below and at no other place.

1. Name of Harbor: _____
2. Tax Map Key: _____
3. Location: _____

4. Type of Discharge (check one):

| | |
|--|---|
| <input type="checkbox"/> Storm water associated with industrial activities | <input type="checkbox"/> Construction activity dewatering |
| <input type="checkbox"/> Storm water associated with construction activities | <input type="checkbox"/> Hydrotesting |
| <input type="checkbox"/> Others (Describe): _____ _____ _____ | |

Licensee*, the undersigned, hereby agree to the following:

1. That Licensee shall indemnify and hold the State free and harmless from all suits and actions resulting from the licensee's discharge operations.
2. That Licensee shall provide appropriate best management practices and/or treatment devices for the removal of soil particles, and/or other pollutant(s) in the discharge, and such discharge shall meet the basic water quality criteria applicable to all waters, as identified in Section 11-54-04, and any other applicable sections in Chapter 11-54, Hawaii Administrative Rules, at the point of discharge into State waters.
3. That Licensee shall obtain National Pollutant Discharge Elimination System (NPDES) permit/permit coverage as required by the State Department of Health and submit a copy to the State Department of Transportation Harbors Division.
4. That a copy of any effluent monitoring required by the NPDES permit shall be furnished to the State Department of Transportation Harbors Division.
5. That the Licensee shall make all restorations to any State Harbors property damaged during the Licensee's discharge operations in accordance with the State Department of Transportation Harbors Division requirements.
6. That Licensee shall discontinue the discharge should the State Department of Health determine that the receiving waters are being polluted, or the discharge does not meet the effluent requirements of the NPDES permit, or the Licensee's operations are not in the best interest of the general public. In addition, the Licensee shall be liable for any and all penalties as a result of discharges from the Licensee's system.
7. That if the State Department of Transportation Harbors Division determines that any materials or substances from the Licensee's discharge operations have settled into any storm sewer, Licensee shall immediately remove and clear any material and substance to the satisfaction of the State Department of Transportation Harbors Division.
8. That Licensee shall inspect and clean the State Harbors drainage system prior to discharging.

9. That Licensee shall notify the Harbors Engineering Program Manager or Maintenance Engineer at least 24 hours before commencing discharge and at the conclusion of the discharge operation to arrange for necessary inspectional services at telephone number 587-1860 or 587-1877.

10. The Licensee shall require this permit to be a part of the contract with the contractor.

Signature of Licensee

Date

Print Name and Title

Company Name

Company Address

City, State, Zip Code

Telephone No.

Fax No.

APPROVED:

Engineering Program Manager

Date

CONSTRUCTION DATA

Work Started: _____

Work Completed: _____

Inspector: _____

*Licensee shall be the owner or authorized representative of the owner applying for the permit.

Attach: Drain Connection Plans (3 sets)